

UNOFFICIAL COPY

TRUST DEED SECOND MORTGAGE

This Indenture, Witnesseth

That the Grantor(s) _____

JODIE MCGUIRE

15/14/97

1124 MCH

11:59

RECORDING #

23.03

FEES #

0.53

97339897 #

05/14/97

0324 MCH

11:59

(The Above Space For Recorder's Use Only)

of the City of Chicago, County of Cook and State of Illinois for and in consideration of the sum of \$ 697.50

(SIX HUNDRED NINETY SEVEN AND 50/100) Dollars

in hand paid, CONVEY AND WARRANTS to NEW LINCOLN HOME IMPROVEMENT CO. of the City of Chicago, County of Cook and State of Illinois and to its successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the following described real estate, with the improvements thereon, including all heating, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the CITY of CHICAGO County of and State of Illinois, to-wit: THE WEST 25 FEET OF LOT 38 AND THE EAST 5 FEET OF LOT 37 IN BLOCK 11 IN LAMBERT TREE'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Commonly Known As:

3926 W. VAN BUREN - CHICAGO, ILLINOIS 60624

PERMANENT INDEX NUMBER: (V559)-16-14-110-030

Hereby releasing and waving all rights under and by virtue of the homestead exemption laws of the State of Illinois. In Trust, nevertheless, for the purpose of securing performance of the covenants and agreements herein, whereas, The Grantor(s)

JODIE MCGUIRE justly indebted upon HER principal promissory note bearing even date herewith, payable IN 36 (THIRTY-SIX) EQUAL CONSECUTIVE MONTHLY INSTALLMENTS OF \$191.00 (ONE HUNDRED NINETY ONE AND 00/100) DOLLARS EACH, BEGINNING MARCH 22, 1998.

The Grantor covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said notes provided, or according to any agreement extending time of payment; (2) to pay prior to the first day of June in each year, all taxes and assessments against said premises and on demand to exhibit receipts therefore; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in companies to be selected by the grantee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness with loss clause attached payable first, to the first Trustee or Mortgages, and, second, to the Trustee herein, as their interests may appear, which policies shall be left and remain with the said Mortgages or Trustees until the indebtedness is fully paid; (6) to pay all prior incumbrances, and the interest thereon, at the time or times when the amount shall become due and payable. In the event of failure so to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises incumbrances and the interest thereon from time to time, and all money so paid, the grantor agree to repay immediately without demand, and the name with interest thereon from the date of payment at ten percent, per annum, shall be so much additional indebtedness secured hereby. In the event of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness including principal and all earned interest shall, at the option of the legal holder thereof, without notice become immediately due and payable, and with interest thereon from time of such breach, as ten per cent, per annum, shall be recoverable by foreclosure thereof, or by suit at law or both, the same as if all of said indebtedness had then matured by express terms. It is agreed by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with foreclosure hereof - including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree - shall be paid by the grantor, and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by

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23-10

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Continued from reverse side

the grantor. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings, which proceeding, whether decree of sale shall have been entered or not shall not be dismissed nor a release hereof given until all such expenses and disbursements the costs of suit, including solicitor's fees have been paid. The grantor... for said grantor... and for the heirs, executors, administrators and assigns of said grantor... waive all right to the possession of, and income from, said premises pending such foreclosure proceedings... and agree that upon the filing of any bill to enforce this Trust Deed, the court in which such bill is filed, may at once and without notice to the said grantor... or to any party claiming under said grantor... appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises. In the event of the death, removal or absence from said Cook County of the grantor, or his refusal or failure to act then, LAURENCE W. KORRUB of said County is hereby appointed to be first successor in this trust and if for any like cause said first successor fail or refuse to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be second successor in this trust and when all the aforesaid covenants and agreements are performed the grantor or his successor in trust, shall release said premises, the party entitled, on receiving his reasonable charges

Witness the hand and seal of the grantor this 22nd day of March 1977

Jedie McGuire (SEAL)

(SEAL)

(SEAL)

This instrument was prepared by **LAURENCE W. KORRUB**
State of **COOK** 5865 N. Lincoln Ave. - Room 114
County of **ILLINOIS** CHICAGO, ILLINOIS 60659

**COOK COUNTY
RECORDER
JESSE WHITE
SKOKIE OFFICE**

Helene S. Korrub

a Notary Public in and for said County, in the State aforesaid, Do Hereby Certify that

JEDIE MCGUIRE

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and a dupe lodged that signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Sealed under my hand and Notarial Seal, this

22nd

day of **MARCH** 1977

OFFICIAL SEAL
HELENE S. KORRUB
NOTARY PUBLIC
CHICAGO, ILLINOIS

Helene S. Korrub
Notary Public

SECOND MORTGAGE

Trust Deed

Jedie McGuire

TO

NEW LINCOLN HOME

IMPROVEMENT Co.

MAIL TO:

9733987

**NEW LINCOLN HOME
IMPROVEMENT CO.
5865 LINCOLN AV. RM 114
CHICAGO, IL 60659**

